



LSA LEASING CORP. 

9400 Williamsburg Plaza
Louisville, Kentucky 40222
Telephone 502-429-9944

RECORDATION NO **16490** FILED 1425

9-233A033

AUG 21 1989 -12 20 PM

INTERSTATE COMMERCE COMMISSION

August 16, 1989

Secretary, Interstate Commerce Commission
Constitution Avenue, & 12th Street N.W.
Washington D.C. 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document(s) described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a lease purchase agreement, a primary document, dated August 15, 1989.

The names and addresses of the parties to the documents are as follows:

Lessor:

LSA Leasing Corp.
9400 Williamsburg Plaza
Louisville, KY 40222

Lessee:

Ameropan Oil Corporation
Ameropan Building
6500 Jericho Turnpike
Syosset, Long Island, NY 11791

A description of the equipment covered by the document follows:

One (1) New Exterior Coiled Insulated 23,589 Gallon Tank Car with Midland A-549 Steam Jacketed Bottom Outlet Valve and Midland A-209W Vacuum Relief Valve
Serial #AMRX 101 8838-22 467272 712003

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

LSA Leasing Corp.
9400 Williamsburg Plaza
Louisville, KY 40222

RECEIVED
AUG 21 12 25 PM '89

A short summary of the document to appear in the index follows:

(1) Primary Documents.

A lease purchase agreement between:

Lessor:

Lessee:

LSA Leasing Corp.
9400 Williamsburg Plaza
Louisville, KY 40222

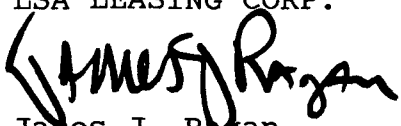
Ameropan Oil Corporation
Ameropan Building
6500 Jericho Turnpike
Syossett, Long Island, NY 11791

Dated August 15, 1989, and covering:

One (1) New Exterior Coiled Insulated 23,589 Gallon Tank
Car with Midland A-549 Steam Jacketed Bottom Outlet
Valve and Midland A-209W Vacuum Relief Valve
Serial #AMRX 101 8838-22 467272 712003

Very truly yours,

LSA LEASING CORP.


James J. Ragan
Assistant Secretary

Interstate Commerce Commission

Washington, D.C. 20423

8/22/89

OFFICE OF THE SECRETARY

LSA Leasing Corp.
9400 Williamsburg Plaza
Louisville, KY. 40222
Attn: James J. Ragan

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/21/89 at 12:20pm and assigned recordation number(s). 16490

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)



LSA LEASING CORP.



9400 Williamsburg Plaza
(502) 429-9944

Louisville, Kentucky 40222
FAX (502) 425-6438

LEASE AND P.O. NO.
LEASE DATE

FULL LEGAL NAME AND ADDRESS OF LESSEE (INCLUDE ZIP CODE)

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS INCLUDE ZIP CODE)

Ameropan Oil Corporation
Ameropan Building
6500 Jericho Turnpike
Syosset, Long Island, NY 11791

Trinity Industries Inc.
Box 10597
Dallas, TX

QUANTITY SERIAL NOS. DESCRIPTION: MODEL NO. OR OTHER IDENTIFICATION AND MANUFACTURER

See Schedule "A"

RECORDATION NO. **16490** FILED MAR

AUG 21 1989 - 12 20 PM

INTERSTATE COMMERCE COMMISSION

Term of Lease 60 months

Rental Payments: \$ 1,164.00 per month for the first 60 months,

followed by \$ per month for the next months,

followed by \$ per month for the next months,

Advance Rentals: \$ 2,328.00 payable at the time of signing of

this lease to be applied to the last & first rental payments, in the inverse order of their respective maturities.

LOCATION OF EQUIPMENT

STREET Five S. Wabash

CITY Chicago

STATE Illinois

ADDITIONAL PROVISIONS:

Lessee may purchase equipment at lease end for \$1.00 provided lease is not in default, notwithstanding any language to the contrary in this contract.

TERMS AND CONDITIONS OF LEASE

1. LEASE: Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the equipment described above and on any attached schedule (hereinafter, with all replacement parts, repairs, additions and accessories incorporated therein and/or affixed thereto), on terms and conditions described above and below and for the term indicated above, commencing on the date (the "Rental Commencement Date") that equipment is delivered to Lessee, and on the corresponding date of each month thereafter shall continue making the remaining monthly payments in the order and amounts stated above, until the total rent shall have been paid in full. All payments of rent shall be made at the office of Lessor, at its address, or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lease the serial numbers, and other identification data, of equipment when determined by Lessor.

2. ORDERING EQUIPMENT: Lessor agrees to order equipment from supplier upon the terms and conditions of lessors purchase order. Lessee agrees to arrange for delivery of equipment so that it can be accepted in accordance with paragraph 4.

3. NOTICE OF INTENDED ASSIGNMENT; NO WARRANTIES BY LESSOR OR LESSOR'S SUCCESSOR OR ASSIGNEE; MAINTENANCE, COMPLIANCE WITH LAWS: Lessee acknowledges notice of Lessor's intention to assign Lessor's interest in this lease, and upon such assignment, Lessee agrees not to assert against Lessor's assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against Lessor, whether arising under this lease or any other transaction or otherwise. Lessee acknowledges that Lessor, Lessor's successor, or Lessor's Assignee is not the manufacturer of the equipment, the agent of the manufacturer nor distributor thereof THAT THE LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE, AND LESSEE AGREES THAT THE LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF ANY SUCH UNIT. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIM AGAINST THE LESSOR HEREIN FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND AS TO LESSOR, OR LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS", AND AGREES TO CLAIM ONLY AGAINST THE SUPPLIER INDICATED ABOVE FOR COMPLIANCE OF ANY SUCH WARRANTIES. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY UNIT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. Lessor, Lessor's successor or Lessor's assignee shall have no obligation to install, erect, test, adjust or service the equipment. Lessee shall at its own cost and expense, (a) pay all charges and expenses in connection with the operation of all equipment; (b) comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment; (c) make all repairs and replacements required to be made to maintain the equipment in good condition, reasonable wear and tear excepted. No defect or unfitness of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease, except as otherwise expressly provided herein.

THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF ARE INCLUDED IN, AND MADE A PART OF, THIS LEASE. THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE.

NAME OF LESSEE: Ameropan Oil Corporation

X

AUTHORIZED SIGNATURE

TITLE

Accepted:

August 15 19 89

(Continued From Other Side)

4. **LESSEE'S INSPECTION. CONCLUSIVE PRESUMPTION.** Lessor shall not be liable for loss or damage occasioned by any cause, circumstance or event of whatsoever nature, including but not limited to failure of or delay in delivery to the wrong place, delivery of improper equipment, property other than equipment, damage to equipment, governmental regulations, strikes, embargo or any other cause, circumstance or event, whether of like or unlike nature. Lessee shall inspect equipment upon its arrival at the address set forth in Section 3. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected equipment, that equipment is in good condition and repair, and that Lessee is satisfied with and has accepted equipment. In case Lessee gives such written notice with respect to any item of equipment, Lessee shall on demand by Lessor, pay Lessor any amounts theretofore paid or owing by Lessor in respect of the purchase of such item of equipment and upon such payment Lessee shall be subrogated to Lessor's claim, if any, against the manufacturer or other supplier thereof and Lessee shall indemnify and save Lessor harmless from any and all liability to the manufacturer or other supplier thereof.

5. **INSURANCE.** Lessee shall keep equipment insured against all risks of loss or damage from every cause whatsoever for not less than the replacement cost new of said leased equipment without consideration for depreciation and shall carry public liability insurance, both personal injury and property damage covering equipment, and Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for Loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. The proceeds of such insurance payable as a result of loss of or damage to equipment shall be applied, at the option of Lessor, (a) toward the replacement, restoration or repair of equipment which may be lost, stolen, destroyed or damaged or (b) toward payment of the obligations of Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment of loss or damage under any said insurance policy. In case of the failure of Lessee to procure or to obtain and maintain said insurance or to comply with any other provisions of this lease, Lessor shall be deemed to have assumed the obligation to effect such insurance or compliance on behalf of Lessor. In that event, monies spent by and expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall become due and owed forthwith and Lessee will pay the same with the monthly payment of rent next due after receipt of notice from Lessor.

6. LOSS AND DAMAGE: Lessee hereby assumes and shall bear the entire risk of loss of and damage to equipment from any and every cause whatsoever. No loss of or damage to equipment or any part thereof shall impair any obligation Lessee under this lease, which shall continue in full force and effect in the event of damage of any kind whatsoever to any item of equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense (a) place the same in good repair, condition and working order, or (b) replace the same with like equipment of the same make and of the same or a later model, and in good repair, condition and working order. If equipment, or any item thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor in cash an amount equal to the present value of the aggregate amount of unpaid total rent for the balance of the term of the lease, plus the fair market value of the equipment determined as of the end of the lease term. In the event of a partial destruction where Lessee repairs, or a total destruction where Lessor elects to replace or repair, the term of the lease shall be extended for the number of days during which rent was paid while the equipment was inoperable and Lessee may use the equipment during this extension without paying any additional rent.

7. **EQUIPMENT TO REMAIN UNATTACHED TO REAL PROPERTY** Each item of equipment leased hereunder shall at all times remain the property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in the lease. The equipment is, and shall at all times remain, personal property irrespective of the way it may be affixed to the realty, and Lessee shall maintain each item so that it may be removed from any building in which it is placed without damaging such building. The Lessor, at its option, shall be permitted to display notice of its ownership of the equipment by affixing to each item of equipment an identifying stencil, plate, decalcomania, or any other indicia of ownership.

8. TAXES The Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes, and all other governmental charges, fees, fines, or penalties whatsoever, including filing fees whether payable by the Lessor or the Lessee or others, on or relating to the equipment or the use, registration, renewal, maintenance, operation, or operation thereof, other than federal or state income and franchise taxes of the Lessor, and on or relating to this agreement and any schedules executed in connection with this agreement, and shall file all returns required therefor and furnish copies thereof to the Lessor. Upon demand, the Lessee shall reimburse the Lessor for any such taxes, assessments, charges, fines, or penalties which the Lessor may be compelled to pay in connection with the equipment. The Lessor will cooperate with the Lessee and furnish the Lessee with any information available to the Lessor in connection with the Lessee's obligations under this paragraph.

9 POSSESSION, USE, LOCATION, REMOVAL AND INSPECTION So long as Lessee shall not be in default under this lease, Lessee may possess and use the equipment in accordance with this lease. Lessee shall at all times insure that the equipment is being properly used for the purpose for which it was manufactured and will not alter or modify the equipment without prior written approval from Lessor. The equipment shall be used in the lawful business of Lessee and shall be kept except where shown above. Lessee shall not, without Lessor's prior written approval, lease, sublease, assign, sell, convey, mortgage, pledge, hypothecate, or otherwise encumber the equipment or any part thereof or assign or encumber an interest under this lease. The Lessor shall have the right, upon reasonable prior notice to the Lessee and during the Lessee's normal business hours, to inspect the equipment at the premises of the Lessee or wherever the equipment may be located.

10. LESSOR'S INDEMNITY. The Lessee shall indemnify, protect, and save and keep harmless the Lessor, its agents, servants, successors, assigns and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including reasonable attorneys' fees, arising out of or from the use of the equipment, including, but not limited to, latent and other defects and whether or not discoverable by it, or operation of any use of equipment, regardless of where, how, and by whom operated, or, in the event the Lessee shall be in default hereunder, arising out of or resulting from the condition of any item of equipment sold or disposed of after use by the Lessee. The Lessee shall be liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings, if the defense or settlement of any such action is tendered by or for the Lessor. The Lessor's obligations and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration, termination, or otherwise. The Lessor hereby acknowledges and understands that the Lessor, in obtaining this agreement shall authorize the Lessee or any other person to operate any item of equipment sold to incur or impose any liability or obligation for or on behalf of the Lessor.

11. **ASSIGNMENT** Lessor may, without Lessee's consent, assign or transfer this lease or any equipment or any equipment or any rent or other sums due or to become due hereunder, and in such event Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor hereunder and Lessee's obligations hereunder shall not be subject to any defense, offset or counterclaim available to Lessee against Lessor. Lessee acknowledged notice of Lessor's intent to assign in paragraph 2 hereof without the prior written consent of Lessor. Lessee shall not assign this lease or any interests hereunder or enter into any sublease with respect to the equipment covered hereby. Any such purported assignment without written consent of Lessor is void.

12. LESSEE'S DEFAULT. The following events shall constitute defaults on the part of the Lessee hereunder, the failure of the Lessee to pay any installment of rental within five (5) days after the date on which the same shall become due, any breach or failure of the Lessee to observe or perform any of its other obligations hereunder and the continuance of such default for fifteen (15) days after notice in writing to the Lessee of the existence of such default, the insolvency or bankruptcy of the Lessee or the making by the Lessee of an assignment for the benefit of creditors, or the consent of the Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for the Lessee or for a substantial part of its property, the institution by or against the Lessee of bankruptcy reorganization, arrangement, or insolvency proceedings. Upon the occurrence of any such default, the Lessor may, at its option and without notice to or demand on the Lessee, declare this agreement in default and, (A) The entire amount of unpaid rent for the balance of the term of this Lease shall become immediately due and payable, (B) The Lessor may, by the Lessor's exercise of its remedies under this paragraph, proceed, with or without process of law, and for this purpose may enter upon and remove from the premises all or any portion of the equipment or take possession of the equipment or any item of equipment or sue, action, or other proceeding by the Lessee, and remove, sell, lease, or otherwise dispose of the equipment or any item of equipment or keep any of them idle if the Lessor so chooses, without affecting the obligation of the Lessee as provided in this paragraph. If the Lessee fails to deliver any item of equipment as provided in this paragraph, or converts or destroys any item of equipment, the Lessor may hold the Lessee liable for a sum equal to all of the rental due and to become due under this agreement for such items of equipment, which the Lessee shall forthwith pay the Lessor. With respect to equipment returned to the Lessor or repossessed by the Lessor, the Lessor shall be entitled in addition to the net amounts realized by the Lessor through the sale, lease, or other disposition thereof, to all gains and all profits realized, sustained, including its claim in any insolvency proceedings, as follows: (1) all sums due and unpaid, (2) all sums to become due and unpaid rentals in the event of the respective rental period being terminated, and (3) all sums due and unpaid damages, attorney's fees, costs, expenses, interest, storage, handling, insurance, and advance rent paid by Lessee if the proceeds of any sale or re-rental of the equipment, after deducting costs of taking, storage, attorney's fees, repair, sale, re-rental, or any other costs, are insufficient to pay the said costs and obligation, Lessee agrees to pay any deficiency. The parties acknowledge that in determining Lessor's remedies under (A) or (B) as liquidated damages, they have considered the Lessor's investment, the uncertainties of leasing to others, the cost incurred while the items of equipment may remain idle, or if the same are sold or re-rented, the uncertainty of the sale price, the commissions and legal and other expenses of sale or re-rental, and the parties have also given due consideration to avoiding such liquidated damages to any savings resulting from the fact that the Lessor need no longer furnish any services to the Lessee hereunder. Should the Lessor, however, estimate such liquidated damages to be excessive, the Lessor may, at its option, take such steps as it seems advisable to establish its actual damages in lieu of its reliance upon this provision for liquidated damages. Any payment made by the Lessee toward any loss or damage caused by a deficiency as above provided, and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's right to repossess any or all items of equipment.

13. NO PURCHASE OPTION. Lessee shall have no option to purchase or otherwise acquire title to or ownership of any of the equipment and shall have only the right to use the same under and subject to the terms and provisions of the lease.

14. FURTHER ASSURANCE. Lessee shall execute and deliver to Lessor, upon Lessor's request, such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this Lease and Lessor's rights hereunder. Where so provided by law, Lessor may execute and file evidence of its ownership in said equipment.

15. NOTICES, REMEDIES AND WAIVERS. All notices relating hereto shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed registered to Lessor or Lessee at its respective address above shown or at any later address last known to the sender. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy. A waiver of a default shall not be a waiver of any other or a subsequent default.

16 LEASE IRREVOCABILITY This lease is irrevocable for the full term hereof and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by the Lessor or for any other reason.

17 INTEREST AND EXPENSES Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee to Lessor hereunder, Lessee shall pay Lessor interest on such delinquent payment at the highest legal rate from the date when such payment was due until paid, and expenses of collection, and attorney's fees of twenty (20%) percent on the balance due.

18. **SEVERABILITY** If any provision of this agreement shall be found by a court of competent jurisdiction to be unreasonable, and therefore unenforceable, in that it imposes a restraint upon the Lessee more extensive than the legitimate interests of the Lessor ought to be protected, the Lessor waives such provision, but only to the extent that such provision is found to be unenforceable. The Lessor agrees that such provision may be modified by such court so that it becomes reasonable and enforceable and as modified, will be enforced as any other provision hereof. All the other provisions hereof continuing in full force and effect. Such a modification however, will be effective only in the legal proceeding of which it is a part and only on the facts to which it is applied, all provisions herein will be applied as written, to the extent enforceable, in any other legal proceeding or on any other facts.

19. ENTIRE AGREEMENT, WAIVER This instrument constitutes the entire agreement between the parties. No employee or agent is authorized to bind or modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter and all waivers will be in writing and executed by an officer of Lessor.

20. UNIFORM COMMERCIAL CODE FINANCING STATEMENTS. Lessee hereby authorizes Lessor, at its option, to file a financing statement covering the equipment signed only by Lessor, and agrees to pay lessor the actual fee for such filing.

21. WAIVER OF TRIAL BY JURY, COUNTERCLAIMS Lessee hereby waives a trial by jury and the right to interpose any counterclaim or offset of any nature or description in any litigation between Lessee and Lessor with respect to this lease or schedules attached hereto, the property covered hereunder and the repossession thereof.

22 CHOICE OF LAW THE RIGHTS AND LIABILITIES OF THE LESSOR AND LESSEE UNDER THIS AGREEMENT AND OTHER DOCUMENTS INCORPORATED WITHIN BY REFERENCE SHALL BE INTERPRETED, ENFORCED AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY. LESSEE CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF STATE AND FEDERAL COURTS WITHIN THE COMMONWEALTH OF KENTUCKY EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LESSEE SHALL NOT FILE OR MAINTAIN ANY ACTION OR PROCEEDING REGARDING THIS AGREEMENT OR ITS INCORPORATED DOCUMENTS IN A COURT OUTSIDE THE JURISDICTION OF THE COMMONWEALTH OF KENTUCKY. LESSEE WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO THE SERVICE OF SUCH PROCESS UPON LESSEE IN THE MANNER PROVIDED FOR THE GIVING OF NOTICE UNDER THIS AGREEMENT.

23. NO REPRESENTATION AS TO TAX TREATMENT. No representation is, or has been, made as to the treatment for income tax purposes of payments hereunder, it being understood that whether a particular agreement is to be treated for Federal Income Tax purposes as a lease depends upon the facts and circumstances in each case.

24. COUNTERPARTS AND RECORDING. This lease may be executed in any number of required counterparts, each counterpart constituting an original. The parties are to execute, acknowledge and deliver such further counterparts of this agreement as may be required at any time in order to comply with the provisions of any applicable law requiring the recording or filing of this agreement or a copy hereof in any public office of the United States, any state or any political or governmental subdivision of any state. Lessee agrees to pay the fees and charges imposed by law for such mandatory recording or filing and the necessary expenses of the Lessor, if any in effecting such recording or filing.

25. RETURN OF PROPERTY. Upon the termination in any manner whatever of the lease hereby granted or any extension thereof, the Lessee shall forthwith deliver, ready prepared for the leased property to the Lessor or an addressee to be designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted, and shall pay to the Lessor the full amount of rental due on it. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement at the regular prices established by the Lessor for all damaged, broken or missing parts of the property.

CORPORATE FORM OF ACKNOWLEDGEMENT

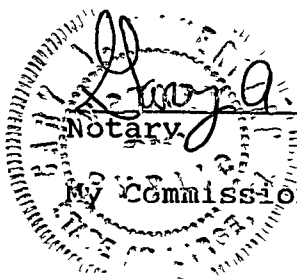
State of Kentucky

County of Jefferson

On this 15th day of August, 1989, before me personally appeared, James J. Ragan, to me personally known, who being by me duly sworn, says that (s)he is the Assistant Secretary of ISA Leasing Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)
NONF

James J. Ragan, Asst. Secretary



My Commission Expires November 24, 1991.

SCHEDULE "A"

AMEROPAN OIL CORPORATION
001-00969-001

QUANTITY

DESCRIPTION

~~20~~
1


NEW EXTERIOR COILED INSULATED 23,589 GALLON TANK
CARS WITH MIDLAND A-549 STEAM JACKETED BOTTOM
OUTLET VALVE AND MIDLAND A-209W VACUUM RELIEF
VALVE

SERIAL NUMBERS

AMRX 101 8838-22 467272 712003



Lessor Initial




Lessee Initial

TRUE AND ACCURATE COPY


I certify that the appended copy has been compared with the original and has been found by me to be a copy complete and identical in all respects to the original document.

LSA LEASING CORP.


By James J. Ragan
Assistant Secretary

James J. Ragan, appeared before me and, being duly sworn, stated the appended document to be a true and an accurate copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
this 18 day of August, 1989.


Gary A. Mauermann, Notary
County of Jefferson

State of Kentucky

My Commission Expires November 24, 1991